



REQUEST FOR PROPOSAL

Detention Facility Television/Monitoring System

RFP SHR 03-04



**County of San Bernardino
Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061
October 2003**

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I. INTRODUCTION

A. Purpose

The County of San Bernardino through the San Bernardino County Sheriff's Department (SBCSD), Bureau of Detentions and Corrections, (hereinafter referred to as "COUNTY") is inviting responses from qualified vendors to provide flat-panel televisions for inmate viewing. In addition to providing education and entertainment for the inmates, some of the televisions will be equipped with built-in cameras to enable staff to monitor those inmates that are despondent and/or suicidal.

The Sheriff's Department is proposing this as a pilot project at the Sheriff's Morongo Basin jail facility. If the project is successful, the Department may elect to expand the program to other Type I jail facilities in the County.

B. Period of Contract

The term of any contract awarded pursuant to this Request for Proposal (RFP) will be for a period not to exceed one (1) year, to commence on the date of approval by the County Board of Supervisors. Notwithstanding the foregoing, any contract may be terminated at any time, with or without cause, by County or by vendor upon thirty-days (30) advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

C. Minimum Vendor Requirements

All vendors must:

1. VENDOR must be licensed to do business in California to perform the duties required under this proposal.
2. Have a representative at the mandatory proposal conference as referenced in Section I, Paragraph D, of this RFP.
3. Provide references of current and/or previous agencies you have contracted with, providing the same or similar products and services as requested in this RFP.
4. Have a minimum of three years experience providing similar types of products and services.
5. Meet system and vendor requirements listed in this RFP.

D. Mandatory Proposal Conference and Facility Tour

There will be a mandatory proposal conference and site tour at the San Bernardino County Sheriff's Department, Morongo Basin Station, 6527 White Feather Road, Joshua Tree, California, at 10:00 a.m. – 12:00 p.m. (noon) (PST), on Tuesday, December 2, 2003. **Attendance at the conference is mandatory.** No proposal will be accepted from a VENDOR who fails to attend the proposal conference. The County may issue an addendum to the RFP after the proposal conference if the County considers that additional clarifications are needed. Only those vendors represented at the proposal conference will receive addenda.

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before November 18, 2003, 3:00 p.m. (PST) and directed to the individual listed in Section I, Paragraph F. All questions will be answered and copies of both the question and answer will be disseminated only to the mandatory proposal conference attendees.

F. Correspondence

All correspondence, including proposals, is to be submitted to:

Wendy Britt
San Bernardino County Sheriff's Department
Bureau of Administration
655 E. Third Street
San Bernardino, CA 92415-0061

Fax Number: (909) 387-3444*

Email: wbritt@sbcasd.org

* Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

G. Admonition to Vendors

As of the issuance of this RFP, VENDORS are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph F.

H. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. (PST) on December 16, 2003. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals shall not be opened and considered.

II. PROPOSAL TIMELINE

Release of RFP	October 28, 2003
Deadline for Questions/Proposal Conference	3:00 p.m. on November 18, 2003
Mandatory Proposal Conference	10:00 a.m., December 2, 2003
Deadline for Proposals	4:00 p.m., December 16, 2003
Tentative Date for Awarding Contract	February 2004

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals. The County reserves the right to cancel in whole or in part this RFP.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

E. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposal as may result from negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime after the proposal opening date and time and up to the end of the agreement period (not to exceed 1 year).

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

G. Disclosure of Criminal and Civil Proceedings

The county reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by SBCSD or an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

H. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. BACKGROUND

The Sheriff's Department operates five Type I jail facilities in the outlying areas of the County (Barstow, Big Bear, Morongo, Needles and Victor Valley). These facilities are used for limited-duration holding of inmates. The largest of these Type I facilities is located at the Sheriff's Morongo Basin Station, in Joshua Tree. The Morongo facility has forty cells and has been selected as the test site for a pilot program to install flat-panel televisions for inmate viewing. Some of these television units would also house a built-in camera to enable staff to monitor the activity of despondent and potentially suicidal inmates. Upon successful completion of the pilot program at the Morongo jail facility, the County may select one of the vendors responding to this RFP or request responses to a new RFP to provide similar products and services for any or all of the Sheriff's remaining four Type I jail facilities. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

V. SCOPE OF WORK

If this pilot program is successful, it is anticipated that the system may be installed at other Type I facilities within the County.

- A. System Requirements:** The following are the minimum system requirements. VENDOR may alter these requirements if they can demonstrate that it better meets the County's needs. VENDORS are reminded that this installation is for a correctional environment and that all hardware components must be heavy duty and tamper resistant.

ELECTRONICS

Housing Monitor -	Flat-panel TFT LCD (Liquid Crystal Display) 135 degree viewing angle Power requirements: 120V AC 50/60 Hz Power cons: 35 watt max. Inputs/Outputs: Video-Composite Audio –RCA Size: 15" 17" or 20" (County has not yet determined appropriate size and VENDOR is requested to provide a cost based on each size). Quantity: 24
Loopout Monitor -	14" Color Surveillance Monitor w/audio; Quantity: 1
Camera -	¼" CCD Color Camera w/3.6mm Lens; Video Connector: RCA 75 ohm, 1V p-p Power requirements: 12V DC, 500mA Quantity: 2
Quadmultiplexer -	4/8/16 Channel, Sequencing, Full Screen Power req.: 120V AC 50/60 Hz Inputs/Outputs: BNC (75 ohm 1Vp-p)
VCR/DVD Player -	Inputs/Outputs: Double line inputs, RCA connections Antenna Input, Remote Control Power requirements: 120V AC 60 Hz, 27 watts VCR: 4-head, Hi-Fi stereo DVD: Plays DVD, VCD, audio CD 10 bit video digital-analog converter, advanced digital filtering

Audio/Video
Distribution Amplifier - Video: High impedance, looping input, 1.4Vp-p, 75 ohm outputs
Audio: High impedance input, drives 600 ohm load output

Surge Protector - 125V AC, 15 amp, 60 Hz, 6 outlets

HARDWARE

Housing - Stainless Steel w/mounting hardware (concrete block anchors, tamperproof security screw covers); Quantity: 24

Visual Window Shield - 3/8" Lexan Plexi-glass; Quantity: 24

Multi-purpose short rack - 13.5" H X 28" W X 19" D or equivalent, 19" EIA, standard rack mounting; Quantity: 1

B. Vendor Requirements:

1. VENDOR will be required to provide necessary hardware, which meets the department's specifications.
2. VENDOR must provide qualified personnel who can successfully pass a background investigation.
3. VENDOR will provide system installation, testing, and ongoing maintenance. (County will provide electrical power to the site).
4. VENDOR will provide instruction to Sheriff's staff regarding the operation of the equipment.

VI. CONTRACT REQUIREMENTS

A. General

1. Representation of the County
In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Vendor Primary Contact
The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.
3. Change of Address
VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.
4. Subcontracting
VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Agreement Assignability
Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.
6. Agreement Amendments
VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
7. Termination for Convenience
The COUNTY for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. VENDOR shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
8. Attorney Fees and Costs
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.
9. Venue and Choice of Law
This contract shall be governed by the laws of the State of California. The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, Central Division. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.
10. Jury Trial Waiver
VENDOR and COUNTY hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected with this Agreement, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
11. Licenses and Permits
VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

12. Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

13. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one- (1) working day, in writing and by telephone.

14. Conflict of Interest

VENDOR shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the VENDOR or officer or employee of the VENDOR.

15. Improper Consideration

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

VENDOR shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or

members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable

19. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten- (10) days, upon written notification to the VENDOR. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the VENDOR will be barred from all future solicitations, for a period of at least six- (6) months.

20. Invoices

VENDOR shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty-(20) days of the end of the previous month

21. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by VENDOR pursuant to this Agreement shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under this Agreement, subject to the requirements of Section VI, A-7 (Termination for Convenience). Unless otherwise directed by County, VENDOR may retain copies of such items.

22. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of this Agreement or VENDOR'S relationship with County may be made or used without prior written approval of the County.

23. Background Checks

Sheriff's Department will perform background checks on VENDOR'S employees as a condition of granting them access to the County's detention facilities. Sheriff shall have the sole discretion to determine security acceptability of all VENDOR'S personnel at any time during the contract period. Personnel found to be unacceptable security risks will be denied access to the facilities. All VENDOR'S employees will be required to wear identification badges while on County's detention facility property.

24. Notice Regarding Public Disclosure of Contents of Proposal

All responses to this Request for Proposals (RFP) shall become the exclusive property of the COUNTY. At such time as COUNTY recommends any CONTRACTOR to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the VENDOR as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a VENDOR desires not be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The VENDOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from VENDOR'S acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement.

1) If CONTRACTOR has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirements for Workers' Compensation coverage will be waived by the County's Risk Manager.

2) With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and

non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
 - d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. Additional Named Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
 4. Waiver of Subrogation Rights
The VENDOR shall require the carriers of the above-required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, Vendors, and subcontractor.
 5. Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
 6. Proof of Coverage
The VENDOR shall immediately furnish certificates of insurance to the Sheriff's Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Sheriff. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.
 7. Insurance Review
The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty- (30) days of receipt.

C. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

The COUNTY, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation, in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

VII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act." If any VENDOR, in his/her response, has trade secrets or other information which is proprietary by law, that VENDOR must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review this request and notify the VENDORS in writing of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the VENDOR'S response.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
2. One (1) unbound original and four (4) bound copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Paragraph H and Section II of the RFP. The original and all copies must be in a sealed envelope or container,

stating on the outside the VENDOR'S name, address, telephone number, the RFP number, RFP Title, and Proposal due date to:

**San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
Attn: Wendy Britt
655 East Third Street, Second Floor
San Bernardino, CA 92410**

3. Hand carried proposals may be delivered to the address above ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. VENDORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or enveloped used by such service. VENDORS are solely responsible for ensuring that the responses are delivered on or before the time specified. County is not responsible for any indirect deliveries.

VIII. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. Request for Proposal Checklist** – Complete Attachment B indicating the items included in your proposal.
- D. References** – Provide three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the COUNTY. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment C.
- E. Statement of Certification** – Complete, initial, sign and include in the submitted proposal, Statement of Certification, Attachment D.
- F. Proposal Description** – A detailed description of the proposal being made.
 1. The proposal should address, but is not limited to, all terms in Section V.
 2. The proposal should include the following:
 - A brief synopsis of the VENDOR'S understanding of the County's needs and how the VENDOR proposal to meet those needs.
 - Detailed product listing, equipment specifications, product warranties, VENDOR guarantees, etc.
 - An explanation of any assumptions and/or constraints.
 - Proposed timeline for completing the project.
- G. Cost** – Detailed cost information including equipment, installation, training, maintenance, etc.
- H. Statement of Qualifications** – Include the following in this section of the proposal:
 1. Number of years the prospective VENDOR has been in business under the present business name, as well as related prior business names.

2. Statement that the VENDOR does not have any commitments or potential commitments which may impact the VENDOR'S assets, lines of credit, guarantor letters, or ability to perform this Contract.
3. VENDOR must provide the Company's Annual Report for the last two years. VENDOR must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
4. Provide information on any and all fines or findings made within the last seven (7) years of illegal, negligent or improper conduct by any court, public board, body or agency against any firms or individuals who would be providing services or receiving compensation under the proposal or a contract based thereon.

I. Exceptions to RFP

Complete Exceptions to RFP form (Attachment E) in which VENDOR lists any exceptions to or deviations from the requirements of the RFP. VENDOR must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. If the exceptions taken are contrary to COUNTY and/or SHERIFF policy, at the sole discretion of COUNTY, the proposal may be rejected. VENDORS failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. VENDORS are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by VENDORS recommendations.

J. Licenses, Permits and Certifications

Provide copies of all licenses, permits and certifications as required under Section I, Paragraph C (Minimum Vendor Requirements).

K. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

L. Insurance

Submit evidence of ability to insure as stated in Section VI, Paragraph B, Indemnification and Insurance Requirements.

IX. EVALUATION OF PROPOSALS

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related products and services based upon demonstrated performance. The evaluation will be based on the written proposal as submitted, but may include a site visit to the vendor and/or an oral interview with the vendor.

B. Evaluation Criteria

1. Initial Review

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in Section I, C.
- c. Failure to meet all of these requirements may result in a rejected proposal. The County may reject any or all proposals and may or may not waive any deviation, which is not material, or any defect in a proposal. Waiver of any deviation shall in no way modify the RFP documents or excuse the vendor from full compliance with the RFP specifications if the vendor is awarded a contract.

2. Technical Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Proposed cost of products and services.
- b. VENDOR'S qualifications and experience in handling similar type and size facilities.
- c. VENDOR'S ability to meet County's specifications and needs; equipment quality and product warranties.
- d. VENDOR'S financial stability.
- e. Lead-time required by VENDOR to complete the project.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Evaluation Committee

The evaluation team will consist of representatives from the Sheriff's Department and County Purchasing Department.

C. Contract Award

1. Agreement(s) will be awarded based on a competitive selection of proposals received.

2. The contents of the proposal of the successful vendor and of this RFP will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Award of contract may or may not be on an all or nothing basis or by trade and or geographic area. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Deputy Chief, within ten- (10) days of notification of non-selection.

Grounds for an appeal are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Deputy Chief or designee shall consider the request and respond in writing. Failure to do so waives any objection. The Deputy Chief shall consider any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the Deputy Chief shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

County of San Bernardino
Sheriff's Department
Attn: Deputy Chief Norm Hurst
655 East Third Street
San Bernardino, CA 92415-0061

E. Final Authority

The final authority to award Contract rests solely with the County of San Bernardino Board of Supervisors.

*** * END OF THIS SECTION * * ***

Attachment A – Cover Sheet

PROPOSER'S NAME *(name of firm, entity or organization):*

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

PROPOSERS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

Attachment B – REQUEST FOR PROPOSAL CHECKLIST

Please submit **one original and four copies** of the RFP as follows: typewritten, appropriate signatures in blue or black ink, single sided, and stapled or bound. Review the checklist for completeness and format. Check off each item to ensure they are included in the RFP. **This checklist must be attached as part of the RFP behind the Table of Contents**

FORMAT

- ☐ Cover Sheet (with signature) [See Attachment A]
- ☐ Table of Contents
- ☐ Request for Proposal Checklist [See Attachment B]
- ☐ References [See Attachment C]
- ☐ Statement of Certification [See Attachment D]
- ☐ Proposal Description
- ☐ Detailed Cost Information
- ☐ Statement of Qualifications (including product warranties & guarantees)
- ☐ Exceptions to RFP [See Attachment E]
- ☐ Licenses Permits and Certifications
- ☐ Employment of Former County Officials
- ☐ Insurance

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY RFPs THAT FAIL
TO COMPLY WITH ANY INSTRUCTIONS CONTAINED IN THIS RFP.**

THE COUNTY MAY NOT ACCEPT RFPs AFTER THE DEADLINE OF DECEMBER 16, 2003, 4:00 p.m. (PST)

FAXED COPIES WILL NOT BE ACCEPTED

Attachment C – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)

ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Attachment E – Exceptions to RFP

CONTRACTOR NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

- ☐ I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____ Date _____